

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ABERCROMBIE & FITCH TRADING,
CO., an Ohio Corporation,

Plaintiff,

vs.

QUESTER (U.S.) ENTERPRISES,
INC., a New York corporation;
BEAUTY STORE LLC, a Delaware
limited liability company; FAME
ASCENT TRADING, an unknown
business entity; FARHAD
INTERNATIONAL PTE LTD, a
Singapore limited company; PERFUME
NETWORK, INC., a New York
corporation; ACME
INTERNATIONAL, LLC, a Florida
limited liability company; MODERN
PERFUMES LLC, a New Jersey limited
liability company; JIZAN PERFUMES
LLC, a United Arab Emirates limited
liability company; SAPPHIRE
TRADING, INC., a New Jersey limited
liability company; SAFIRE TRADING,
a Singapore company;
FRAGRANCENET.COM, INC., a
Delaware corporation; SCENTCITY
INCORPORATED, a New York
corporation; UNBEATABLE SALE.
COM, INC., a New Jersey corporation;
FLORA 247 INC., a New Jersey
corporation; DOM STORES LLC, a
New York limited liability company;
FRAGRANCEX.COM, a New York
corporation; TUBELLA'S PERFUMES,
an unknown business entity; and DOES
1-10, inclusive,

Defendants.

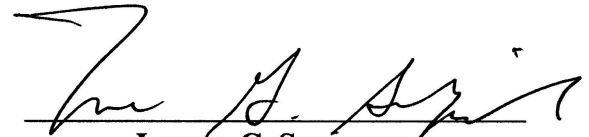
CASE NO.: 1:24-cv-06521-LGS

**[PROPOSED] ORDER GRANTING
STIPULATION RE PERMANENT
INJUNCTION**

SO ORDERED.

The Clerk of Court is respectfully requested
to close the motion at Dkt. No. 313.

Dated: July 23, 2025
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

WHEREAS Plaintiff Abercrombie & Fitch Trading, Co. (“Abercrombie” or
“Plaintiff”) has filed a Complaint in this action against defendant Beauty Store, LLC

(“Defendant” or “Beauty Store”) alleging Trademark Infringement, False Designations of Origin and False Descriptions, and Common Law Trademark Infringement and Unfair Competition, all allegedly arising from Defendant’s manufacture, production, distribution, promotion, advertisement, offering for sale, and/or sale of counterfeit fragrance products bearing identical, substantially indistinguishable, or confusingly similar reproductions of one or more of the Abercrombie Marks (attached hereto and incorporated herein as Exhibit 1) (such products will hereinafter be referred to as “Accused Products.”). Exemplar photographs of the Accused Products are shown in ¶ 39 of the First Amended Complaint (“FAC”) and reproduced below in Exhibit 2 for reference.

WHEREAS the Parties have entered into a Confidential Settlement Agreement to fully resolve all of the claims in this action among the Parties;

WHEREAS without any admission of liability, Defendant has agreed to consent to the below terms of a permanent injunction, and IT IS HEREBY ORDERED THAT:

1. Defendant and its agents, servants, employees and all entities and/or persons in active concert and participation with Defendant are hereby permanently restrained and enjoined from infringing upon the Abercrombie Marks, including, but not limited to:
 - a. manufacturing, purchasing, producing, distributing, circulating, selling, offering for sale, importing, exporting, advertising, promoting, displaying, shipping, marketing, or otherwise incorporate in advertising or marketing the Accused Products and/or any other products bearing marks that are identical, substantially indistinguishable, or confusingly similar to the Abercrombie Marks;
 - b. delivering, holding for sale, returning, transferring, or otherwise moving, storing, or disposing in any manner the Accused Products and/or any other products bearing marks that are identical, substantially indistinguishable, or

confusingly similar to the Abercrombie Marks;

c. engaging in any other activity constituting unfair competition with Abercrombie, or acts and practices that deceive consumers, the public, and/or trade, including without limitation, the use of designations and design elements used or owned by or associated with Abercrombie;

d. committing any other act which falsely represents or which has the effect of falsely representing that the goods and services of Defendant are licensed by, authorized by, offered by, produced by, sponsored by, or in any other way associated with Abercrombie; and

e. knowingly assisting, aiding, or attempting to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 1(a)-(d) above; and

f. knowingly affecting any transactions, assignments or transfers, or form new entities or associations to circumvent the prohibitions referred to in Paragraphs 1(a)-(d) above.

WHEREAS the Parties further stipulate to the following, and IT IS HEREBY FURTHER ORDERED THAT:

2. This Court has jurisdiction over the parties herein and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

3. The execution of this Stipulation/Order shall serve to bind and obligate the parties hereto.

4. Upon satisfaction of other obligations set forth in the Confidential Settlement Agreement and Release, the Parties will stipulate to, and Plaintiff will file a separate *Dismissal with Prejudice of the Civil Action*.

5. The jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the enforcement of this Stipulation/Order.

EXHIBIT 1

Trademark	Registration Number	Registration Date	Class / Goods
ABERCROMBIE & FITCH	1,999,665	September 10, 1996	IC 003 – Cologne
FIERCE	2,713,598	May 6, 2003	IC 003 - Personal care products namely, fragrances
ABERCROMBIE	3,343,871	November 27, 2007	IC 003 - Fragrances, namely, colognes and perfumes
ABERCROMBIE & FITCH	4,361,667	July 2, 2013	IC 003 - Body lotion; Body spray used as a personal deodorant and as fragrance; Body sprays; Cologne; Deodorants for personal use; Fragrances for personal use; Hair shampoos; Perfume and Shower and bath gel

EXHIBIT 2

